REORGANIZATION PLAN SUBMITTAL SHEET

(Each municipality in a School Union must be indicated separately.)

School Administrative Units	School Administrative Units
Included in APPROVED Notice of Intent	Submitting Reorganization Plan
Glenburn School Dept.	Glenburn School Dept.
Orono School Dept	Orono School Dept.
Veazie School Dept.	Veazie School Dept
4	
	·
Name	
	4
Contact Information:	

Contact Information:	
RPC Chair	00 11 1 11 11
Name:	Chery Hoover - trl-chair
Address:	991 Hudson Road
	Glenburn, ME 04401
Telephone:	947-8769
email:	booverce @ glenbum.net
Date Plan Submitted:	11/14/08
Proposed RSU Operation	nal Date: 67/01/09

Duska K. Haymou Signature/Title RPC byfur-cha	11-10-08	Veagie sau
Signature/Title RPC Voft - cha	Date	SAU O
Signature/Title Community	// ~/o~D8	Veague SAU
RB-3- Concider	11-10-08	Glenbyrn
Signature Title Committee Signature Title Mry Med - Community	11 (0,00	UTMW
Com Hathel school	Date - 0 - 0 8' Date	Veazie
Signature/Title Commo fac	Date	SAU
Avo Chung silver!	11-10-08	Orono SAU
Signature/Title	Date	- //
Gar Stempan	11.10.08	Slenburn Blenburn
Signature/Title	Date	SAN Sentiur
Church extour	1/4/0-08 Date	Glenburn
Signature Title	Date	SAU,
Khetihen C Glardner	11/10/08	Glenburn
Jame Bin Trifinia	11 10 2008	ORONO
Signature/Title	Date	SAU
•		
Signature/Title	Date	SAU
Signature/Title	Date	SAU

Reorganization Plan Cover Sheet (Please attach Reorganization Plan as Exhibit A)

	Regundation on a						
Law Reference Item Number Sub- Chapter 2	Item	N/A	Complete	In Progress	Not Yet Started	Identified Barrier ¹	Need Assistance ²
3.A(1)	SAUs included in RSU		X				
3.A(2)	Size of governing body		X				
	Composition of governing body		(X				
	Apportionment of governing body		N N N				
3.A(3)	Method of voting of the governing body		X				
3.A(4)	Composition of local school committees		X				
1.	Powers of local school committees						
	Duties of local school committees		X				
3.A(5)	Disposition of real & personal school property		K				
3.A(6)	Disposition of existing school indebtedness		X	П	lп	П	
	(if not using provisions of section 1506)		N.			Ш	
	Disposition of lease-purchase obligations	On Market	囟	П	$ \neg $		п
	(if not using provisions of section 1506)						
3.A(7)	Assignment of school personnel contracts	: 5	X				
	Assignment of school collective bargaining agreements		ואו				
	Assignment of other school contractual obligations		X				
3.A(8)	Disposition of existing school funds and existing financial obligations		X				
3.A(9)	Transition plan that addresses the development of a budget		X)	П	П	Ιп	П
	for the first school year		_	LL	Ш	<u></u>	1
	Transition plan that addresses interim personnel policies		X				
3.A(10)	Documentation of the public meeting(s) held to prepare or		X		Ιп		
	review reorganization plan		Д			<u></u>	Ţ
3,A(11)	Explanation of how units that approve reorganization plan						п
	will proceed if one or more units do not approve the plan		,	L#		<u> </u>	
3.A(12)	Estimate of cost savings to be achieved		\square				
3.A(13)	Such other matters as the governing bodies of the school		ľ_			_	_
	administrative units in existence on the effective date of		区				
	this chapter may determine to be necessary			<u>L</u>		<u> </u>	

Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.
 Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

	Parameters for Plan Developmen	it.					
Law Reference Item Number Sub- Chapter 2		N/A	Complete	In Progress	Not Yet Started	Identified Barrier ³	Need Assistance
3.B(1)	Enrollment meets requirements (2,500 except where circumstances justify an exception ⁵)		Ŋ				
Sec. XXXX-36, Parameter B	When viewed in conjunction with surrounding proposed units, may not result in one or more municipalities being denied the option to join an RSU		X				
3.B(2)	Comprehensive programming for all students grades K - 12. Includes at least one publicly supported high school		X				
3.B(3)	Consistent with policies set forth in section 1451						
3.B(4)	No displacement of teachers No displacement of students		XI XI				
	No closures of schools existing or operating during school year immediately preceding reorganization, except as permitted under section 1512		Ø				
Sec. XXXX-26, Parameter F	The plan must address how the school administrative unit will reorganize administrative functions, duties and noninstructional personnel so that the projected expenditures of the reorganized school unit in fiscal year 2008-2009 for system administration, transportation, special education and facilities and maintenance will not have an adverse impact on the instructional program ⁶		Ø				
	Collaborative: Agreements						
据最近的大型的影響。 11. 12. 12. 12. 12. 12. 12. 12. 12. 12.					Yes	Š	
Does your plan currently include information/documentation on collaborative agreements? (not required, but encouraged)					X		

Exceptions to 2,500 minimum Actual number of students for which the SAU is fiscally responsible: 1595

Exception	Exception Claimed in Plan	Documentation Provided? (Please attach as Exhibit B)		
		Yes	No	
Geography			XI.	
Demographics			X	
Economics	X		X	
Transportation				
Population Density			X	
Other Unique Circumstances			X	

Please explain why this is a barrier and what assistance you need to remove this barrier on the next page.
 Please explain what assistance you need to complete this portion of your plan, and state from whom you need assistance, on page 3.

⁵ Please note in the *Exceptions to 2500 minimum* section on next page

⁶ This requirement is only for those who plan to be operational as an RSU in fiscal year 2008-2009, in accordance with a Reorganization Plan that is approved by the Commissioner and by the voters.

Explanation of Barriers —
Please use this section to explain any/all barriers identified on the previous page as a barrier in completing your Reorganization Plan.

Law Reference/Required Element	Explanation of the barrier
· ·	
	7

Assistance Needs -

Please use this section to describe your needs for assistance and from whom you need assistance.

Explanation of your assistance need	Assistance needed from whom?
NA	
	Explanation of your assistance need

Riverside RSU

Proposed
School Consolidation Plan
Glenburn, Orono, and
Veazie

Statement of Intent for the Riverside Regional School Unit Plan

The intent of the Riverside RSU Plan is not only to consolidate school systems and save money over the long term, but also to provide educational opportunities that inspire and support all learners through community connections that are meaningful and sustained over time.

Statement of Purpose for Riverside RSU

To provide an environment for the student to become a self-directed, disciplined, and lifelong learner, the RSU Board must build and maintain communication mechanisms for professional development, curriculum coordination, and community awareness and involvement.

The following are recommended communication mechanisms to facilitate a common purpose, academic excellence, and a common language rallying stakeholders in the three communities.

- I. As Riverside Regional School Unit is an enlargement of its predecessors' school units, its Board of Directors and Superintendent shall establish mechanisms that assure communication is promoted within and between each school community, meaning the RSU's employees, representatives, and towns, both as a value in itself, and for the purpose of strengthening and renewing academic and other educational programs deemed valuable to student success.
- II. To assist in its successful leadership, Riverside RSU Board of Directors and Superintendent shall undertake training in interests-based negotiation within one year of the beginning of Riverside RSU's operations, and subsequently within a year following any election where a new director is seated.
- III. Each school's principal shall be the educational leader of that school. Central to that role shall be the coordination and organization of communication mechanisms. The Superintendent shall regularly assist and review the principal's efforts in this area and provide appropriate feedback.
- IV. Communication mechanisms shall be geared to the successful development of educational planning, implementation, and review, or "plan, do, and revisit." Indicators may be devised to measure and report progress of plans. While some mechanisms may be ad hoc, others will become routinized and part of all stakeholders' standard expectations of Riverside RSU. Meetings shall be appropriately recorded and assessed, and where action results, it shall be reviewed at an appropriate date by a subsequent group of participants.
- V. Communication mechanisms shall have a "vertical" component allowing exchanges up and down the system at all levels, and a "horizontal" component, allowing exchanges between and among the community and the system at various levels.

- VI. Riverside RSU Board of Directors with the support of the Superintendent shall, upon its inception, rapidly initiate such communication mechanisms, as it deems necessary to begin to rally and unify the new RSU, and, as needed, delegate to principals the mechanisms' further coordination and organization. The RPC recommends a curriculum and assessment inventory, and first steps towards coordination of curriculum as immediate needs. It also recommends a review of each school's, and the RSU's, web presence to assess both internal and external effectiveness.
- VII. The Board of Directors shall review these mechanisms, using annual or triennial reviews, to ensure that all stakeholder voices are heard, that critical issues of the day find appropriate venues for discussion, participation is effective, that plans, once implemented, are sustained or improved over time, and that these plans are reviewed on a regular basis.
- VIII. The RPC recommends that each town's school committee examine whether communication groups should begin work before the official start day of the RSU.
- IX. The Riverside RPC recognizes that strong schools are an essential part of a healthy community. In recognition of this fact, the RPC recommends that the Riverside Board of Directors commission a working group to evaluate the long-term sustainability of the RSU high school. This evaluation should include input from all stakeholders. It is expected that such a working group would be of a size and composition of the board's choosing and would serve at the pleasure of the Board of Directors.
- X. The RPC has identified the following groups as stakeholders and communication partners for Riverside RSU:
 - The Board of Directors;
 - Administrators;
 - Faculty and staff including librarians and information specialists;
 - The Community, including parents and care-givers, colleges and universities, business owners, taxpayers, municipal governments, and civic groups;
 - Students.
- XI. To ensure adequate participation, steps shall be taken to place meeting times and places where attendance is optimal. These may be, but are not limited to, the following examples:
 - For the community adjacent to parent-teacher nights, open houses, major sports events, step-up evenings;

- For the RSU Board rotating among RSU's towns, and adjacent to faculty meetings, town council meetings, PTO meetings, student council meetings, and via its website;
- For administrators, faculty, and staff—during professional development days and via blogs or websites;
- For students after school, after sports practice.
- XII. Needs for such mechanisms may change and may be as follows:
 - Ensuring clear, regular, and effective communication between the RSU board, superintendent and the principal of each school;
 - Ensuring clear and trusting connections between the RSU board, superintendent and municipal officers;
 - Ensuring clear, regular, and effective connections between school and community stakeholders;
 - Planning for the integration of the separate SAUs into one RSU with common goals and purposes;
 - Promoting dialog between all K-8 teachers in the district, and between K-8 and 9-12 teachers;
 - Providing system-wide planning and curriculum development in regular and Special Education/Gifted & Talented;
 - Promoting inclusion and responsibility between adults and students
 - Providing stakeholder participation in academic planning;
 - Ongoing discussion and forums with community resources such as the University.
- XIII. Riverside RPC has identified the following as potentially effective communications mechanisms for filling the needs listed for the groups, above:
 - Annual structured meetings of educational stakeholders at grade, school, or district level;
 - Building-level structured advisory committees of stakeholders, monthly, quarterly, or annually;
 - Quarterly newsletters between the RSU board, superintendent and the communities they serve;
 - Monthly written communication from each principal to the Board detailing activities in the schools in the areas of: curriculum, special education, gifted and talented, extra/cocurricular activities, new initiatives, problem/concern areas;
 - Cross-school community curriculum integration and planning meetings;
 - Cross-school community special education integration and planning meetings;
 - Cross-school community assessment integration and planning meetings at which minutes are taken and made available to all stakeholders in a timely fashion;

- Shared in-service days which shall include follow-up discussion and assessment;
- field trips, assemblies, visiting speakers;
- Regular and ongoing training in interests-based negotiation for RSU board timed to the election cycle;
- Use of the internet, such as through websites or blogs; webbased communication;
- Ad hoc committees to study, recommend, report, and review on current issues of the day;
- Continued membership of regional consortia;
- Leadership committees of students given responsibility and trust to study, recommend, report, and review on issues of concern within their schools;
- Ongoing discussion and forum with community groups such as colleges and universities, town councils, citizen groups, business groups, etc.
- Use of local media and other resources to inform stakeholders and promote communication between the communities at large ad the Riverside RSU.

1. The units of school administration to be included in the proposed reorganized regional school unit.

The proposed regional school unit, Riverside Regional School Unit, includes the following current school administrative units:

- A. Town of Glenburn, a municipal school unit.
- B. Town of Orono, a municipal school unit.
- C. Town of Veazie, a municipal school unit.

2. The size, composition and apportionment of the governing body.

The Riverside Regional School Unit shall be composed of 12 Directors: 5 Orono residents elected by the Town of Orono, 4 Glenburn residents elected by the Town of Glenburn and 3 Veazie residents elected by the Town of Veazie. Each Board Director shall serve a 3-year term, except that the initial terms of the Directors of the first RSU Board shall be staggered as provided by Title 20-A M.R.S.A XXXX-40 below:

Orono:

1 Director: 1 year initial term

1 Director: 2 year initial term

1 Director: 3 year initial term

1 Director: 3 year initial term

1 Director: 2 year initial term

The 5 initial Directors elected by the Town of Orono shall meet and draw lots to determine which of them will have a 1, 2 or 3 year initial term.

Glenburn:

1 Director: 1 year initial term

1 Director: 2 year initial term

1 Director: 3 year initial term

1 Director: 3 year initial term

The 4 initial Directors elected by the Town of Glenburn shall meet and draw lots to determine which of them will have a 1, 2, or 3 year initial term.

Veazie:

1 Director: 1 year initial term

1 Director: 2 year initial term

1 Director: 3 year initial term

The 3 initial Directors elected by the Town of Veazie shall meet and draw lots to determine which of them will have a 1, 2, or 3 year initial term.

The Riverside Regional School Unit will annually elect a chairperson and vice-chair person. The chair and the vice-chair must come from different communities. Strong consideration shall be given to rotating leadership positions of the RSU Board amongst the three communities.

3. The method of voting of the governing body.

Each municipality in the Riverside Regional School Unit shall elect the number of its residents to serve on the Board as shown in the Table below to meet the one person/one vote requirement of Maine's Constitution, and the statutory deviation tolerance of 5%, the Board Directors' votes shall be weighted as follows.

Municipality	Population	# of Board	# of Votes	Votes per
		Directors		Director
Glenburn	4,399	4	276	69 (6.9%)
Orono	9,712	5	608	122 (12.2%)
Veazie	1,853	3	116	39 (3.9%)
TOTALS	15,964	12	1,000	

At a minimum every 5 years the Regional School Unit Board of Directors will review current population data to ensure that the statutory deviation tolerance is still being met.

4. The composition, powers and duties of any local school committees to be created.

- I. No local school committees shall be established except for the purpose of raising and expending funds within a municipality on behalf of that municipality's school or schools in excess of its RSU budget allocation. This shall be that local school committee's only function.
- II. The local school committee shall be elected according to each municipality's charter.

5. The disposition of real and personal school property.

A. Real Property and Fixtures. Except as listed below, all real property interests, including without limitation land, buildings, other improvements to realty, easements, option rights, first refusal rights, and purchase rights, and all fixtures, of the school administrative units shall be property of the region. The regional school unit board may require such deeds, assignments or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such real property and fixtures.

The following real property interests and associated fixtures, were improved with non-school funds, shall not be transferred, and shall be used by the RSU on terms and conditions approved by the applicable towns and the RSU board

Name of SAU
Orono
Orono
Orono
Description of Excluded Property
Swimming Pool
Hockey rink
Veazie
Tennis courts

The Glenburn Elementary School library serves as the Glenburn Public Library as well. The town allocates funding on a yearly basis, which is used for, but not limited to the purchase books, materials and staffing after school hours to enable access for residents. The library will continue to be jointly used by the school and town.

The Orono Public Library is housed in the Orono Middle/High School. Books and other materials owned by the Orono Public Library will not be transferred.

In an effort to be clear on what is being transferred to the RSU, we have appended legal descriptions of the property to be transferred from the towns of Veazie and Orono. Also appended is a map of the Glenburn School property to be transferred. We do not yet have the legal description of transferred property from Glenburn but will have before the effective date of the new RSU (see Appendix 5A).

The Glenburn administrative building will be transferred to the RSU. While the building is not currently a historical building, the RSU will commit to maintaining the building while respecting its historic significance. In the event the RSU declines to continue to maintain the building, the building will be turned back over to the Town of Glenburn.

All school real property and fixtures <u>not</u> described above or in Appendix 5A as excepted or excluded property shall be transferred to the regional school unit.

Every effort has been made to determine which property will be transferred to the RSU and which property will not be transferred to the RSU. In the event an error has been made in legal description that does not change the intent as otherwise expressed in this Plan, or in the event, the municipality in which the property is located may correct such error. In the event the municipality determines the property will be transferred to the RSU, the RSU may accept or deny the request to transfer the property

The disposition of the above non-transferred property, if any, shall be as follows:

 Any excepted real property and fixtures shall become the property of the municipality in which it is located. B. <u>Personal Property</u>. All other tangible school personal property, including movable equipment, furnishings, textbooks and other curriculum materials, supplies and inventories shall become property of the region as successor of the SAUs, except as listed below:

Name of SAU Description of Excluded Personal Property

Glenburn All personal property of staff.
Orono All personal property of staff.
Veazie All personal property of staff.

Note:

It is common practice for our staff to bring in their personal property to be used to aid in the teaching process or to assist in their daily jobs. This property will not be transferred to the RSU. It will be the responsibility of each school district to determine the personal property of the staff. This plan will not list the personal property.

The regional school unit board may require such assignments, bills of sale or other instruments of transfer as in its judgment is necessary to establish the region's right, title and interest in such personal property.

Agreements to Share or to Jointly Own Property. In cases where real or personal school property is shared or is jointly used by an SAU with a municipality or other party, the regional school unit shall be the successor in interest to the SAU, except for shared or jointly used property that has been excepted in the above list of excepted real property or, as applicable, the above list of excepted personal property without any provision for shared or joint use. See Appendix 5B of the plan for a Memorandum of Understanding on property use from Veazie, the current Memorandum of Understanding on property use from Glenburn, and the Memorandum entitled, "Draft of general terms and conditions for the disposition of property to the Riverside RSU" from Orono (the "Orono Memorandum"). See Appendix 5C for letters from the Glenburn Superintendent and the Union 87 Superintendent regarding continued services. Notwithstanding anything to the contrary in the Orono Memorandum, the conveyance of school property from Orono to the RSU shall include such easements for access and utilities as may be necessary for the continued functioning of those school properties being conveyed as they are currently used, including an easement through the town's property north of Asa Adams and the entrance to the Asa Adams parking lot.

Attachments

Exhibit A, Maps and Survey Description of Property to be conveyed

Appendix 5-A - Veazie Property Description.

Property Description of land to be conveyed to the Regional School Unit by

The Town of Veazie School Street, Veazie, Penobscot County, Maine August 8, 2008

A certain lot or parcel of land situated on the northeasterly side of School Street, in the Town of Veazie, County of Penobscot, State of Maine, being more particularly described as follows:

BEGINNING at a point in the northeasterly sideline of School Street at the generally southwesterly corner of land now or formerly of Sampson W. Henderson and Dorothy D. Henderson as described in a deed from Northern Forest Products, Inc. dated November 23, 1953, recorded in Book 1920, Page 187 of the Penobscot County Registry of Deeds, said point of beginning being further described as being situated at the generally southeasterly corner of land of the Town of Veazie as described in a deed from Martha K. Gervais and Paul E. Gervais dated November 8, 1996, recorded in Book 6265, Page 75 of said Registry of Deeds;

THENCE, North 52° 16' 50" West, along the northeasterly sideline of School Street, a distance of 50.00 feet to a point;

THENCE, North 32° 04' 28" East, a distance of 77.32 feet to a point;

THENCE, North 56° 26' 39" East, a distance of 99.01 feet to a point;

THENCE, South 82° 47' 51" East, a distance of 92.08 feet to a 1" iron bolt found at the generally southeasterly corner of aforesaid land of the Town of Veazie;

THENCE, continuing South 82° 47′ 51″ East, a distance of 193.52 feet, more or less, to a point situated 50 feet distant, as measured at right angles, from the westerly line of land of William E. Murdock, IV and Ellie May Murdock as described in a deed from Eulalia G. Harriman and Laura May Tenney dated April 8, 1986, recorded in Book 3801, Page 98;

THENCE, North 08° 32' 42" East, parallel to and 50 feet distant, as measured at right angles, from the westerly lines of land of said Murdock, Mark A. Torres and Collene F. Torres (Book 9681, Page 237), Kenneth E. Bolen, et al (Book 9876, Page 242), David F. Kennett (Book 8966, Page 159), Ronald H. St. Pierre and Brandy Jean St. Pierre (Book 3632, Page 142), O. Dale Anthony and Lucille N. Anthony (Book 8574, Page 69) and Carol L. Wilber and Robert A. Wilber (Book 10349, Page 245), a total distance of 653.35 feet to a point situated 50 feet distant, as measured at right angles, from the premises described in Memorandum of Lease from the Inhabitants of the Town of Veazie to the Veazie Village Senior Housing Limited Partnership (hereinafter referred to as VVSHLP);

THENCE, North 41° 20' 23" West, parallel to and 50 feet distant, as measured at right angles, from southwesterly line of said VVSHLP lease hold, a distance of 156.15 feet to a point;

THENCE, North 09° 30' 21" East, parallel to and 50 feet distant, as measured at right angles, from westerly line of said VVSHLP lease hold, a distance of 354.46 feet to a point;

THENCE, North 33° 29' 41" West, a distance of 250.00 feet to an iron rod found in the southeasterly sideline of Main Street;

THENCE, North 42° 04' 15" East, along the southeasterly sideline of Main Street, a distance of 246.72 feet to an iron rod found;

THENCE, South 29° 08' 23" East, along the southwesterly line of said VVSHLP leasehold, a distance of 142.07 feet to an iron rod found;

THENCE, South 33° 29' 41" East, along the southwesterly line of said VVSHLP leasehold, a distance of 152.77 feet to an iron rod found;

THENCE, South 56° 30' 19" West, along the northwesterly line of said VVSHLP leasehold, a distance of 143.86 feet to an iron rod found;

THENCE, South 09° 30' 21" West, along the westerly line of said VVSHLP leasehold, a distance of 400.65 feet to an iron rod found;

THENCE, South 41° 20' 23" East, along the southwesterly line of said VVSHLP leasehold, a distance of 155.64 feet to an iron rod found at the generally westerly corner of said land of Wilber;

THENCE, South 08° 32' 42" West, along the westerly line of said lands of Wilber, Anthony, St. Pierre, Kennett, Bolen et al, Torres, Murdock, Lisa Black (Book 7644, Page 207) and Thomas E. Stone, Jr. and Melissa M. Stone (Book 9291, Page 158), a total distance of 922.59 feet to an iron rod found at the northeasterly corner of land of Stephen T. G. Arsenault and Natalie J. Arsenault as described in a deed from the Town of Veazie dated February 27, 2004, recorded in Book 9671, Page 146, aforesaid westerly line being shown on a "Plan of City - Mills, Veazie, Maine", prepared by Samuel L. Valentine, in 1846, recorded in Plan Book 3, Page 37 of the Penobscot County Registry of Deeds;

THENCE, North 52° 14′ 38″ West, along the northeasterly line of said land of Arsenault, a distance of 35.28 feet to an iron rod found at the northeasterly corner of land of Robert S. Gillam and Joan M. Gillam as described in a deed from PHH Mortgage Corporation dated April 26, 2006, recorded in Book 10441, Page 176;

THENCE, North 52° 14' 38" West, along the northeasterly line of said land of Gillam, Sherri L. Treadwell (Book 9985, Page 10) and Thomas H. Hambrock and

Michael E. Hambrock, (Book 7138, Page 7), a total distance of 258.92 feet, more or less, to a point in the generally easterly line of said land now or formerly of Henderson;

THENCE, North 32° 04' 28" East, along the generally easterly line of said land now or formerly of Henderson, a distance of 23.85 feet, more or less, to an iron rod found at the northeasterly corner thereof;

THENCE, North 52° 16′ 50″ West, along the northeasterly line of said land now or formerly of Henderson, a distance of 75.00 feet to the northwesterly corner thereof;

THENCE, South 32° 04' 28" West, along the generally westerly line of said land now or formerly of Henderson, a distance of 150.00 feet to the **POINT OF BEGINNING**.

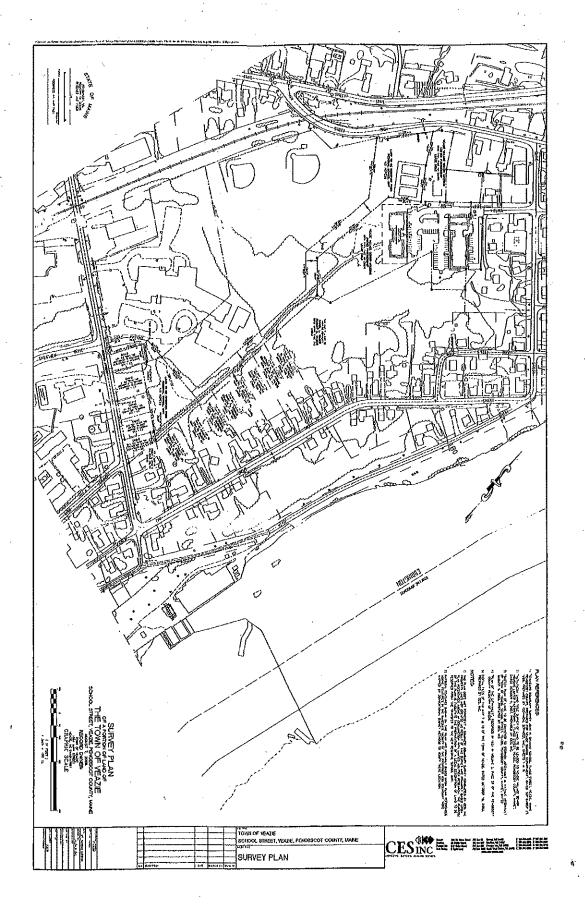
The parcel herein described contains 4.0 acres, more or less.

For source of title reference is made to the following deeds:

- 1) Martha K. Gervais and Paul E. Gervais to the Town of Veazie dated November 8, 1996, recorded in Book 6265, Page 75
- 2) Cindy Rivers to the Town of Veazie dated September 16, 1998, recorded in Book 6835, Page 269.
- 3) Ralph Drinkwater to Town of Veazie dated December 30, 1949, recorded in Book 1314, Page 333.
- 4) Clifford Prouty to Town of Veazie dated September 24, 1953, recorded in Book 1408, Page 95.

Reference is made to a plan entitled "Survey Plan of a portion of land of The Town of Veazie, School Street, Veazie, Penobscot County, Maine", dated August 8, 2008, prepared by CES, Inc.

The directions of lines refer to the Magnetic Meridian of 1989 as determined by Technical Services, Inc.



DESCRIPTION OF A 40.9 ACRE TRACT OF LAND SITUATED IN THE TOWN OF ORONO, PENOBSCOT COUNTY, MAINE

BEING a forty and nine tenths (40.9) acre tract of land situated in the Town of Orono, Penobscot County, Maine, same being a portion of that tract of land described in a quit-claim deed from the Inhabitants of the Town of Orono to the Town of Orono High School District, dated May 4, 1950, recorded in Book 1317, Page 382 at the Penobscot County Registry of Deeds, and being a portion of that tract of land described in a warranty deed from Casino Motor Company to the Inhabitants of the Town of Orono, dated July 25, 1957, recorded in Book 1595, Page 373 at said Registry, said forty and nine tenths (40.9) acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at a #6 rebar with a surveyor's cap marked "King PLS 2321" set on the southerly side of Goodridge Drive, a private drive of variable width, said rebar set at a distance of twenty-two and six tenths (22.6) feet southerly of the centerline of the pavement of said Goodridge Drive, same being eighty-five and four tenths (85.4) feet westerly from a power pole;

THENCE South seventy-three degrees thirty-five minutes eleven seconds West (S 73°35'11" W), remaining on the southerly side of said Goodridge Drive, a distance of three hundred fifty and twenty-five hundredths (350.25) feet to a #6 rebar with a surveyor's cap marked "King PLS 2321" set at a distance of twenty-five (25) feet southerly of the centerline of the pavement of said Goodridge Drive;

THENCE North eighty-nine degrees thirty-one minutes forty-one seconds West (N 89°31'41" W), remaining on the southerly side of said Goodridge Drive, a distance of three hundred twenty-eight and ninety-eight hundredths (328.98) feet to a #6 rebar with a surveyor's cap marked "King PLS 2321";

THENCE South thirty-five degrees twenty-two minutes twenty-three seconds West (S 35°22'23" W), remaining on the southerly side of said Goodridge Drive, a distance of four hundred six and fifty-six hundredths (406.56) feet to a #6 rebar with a surveyor's cap marked "King PLS 2321" set sixty-six (66) feet northerly of the southerly right-of-way line of Westwood Drive, a Town of Orono road;

THENCE North fifty-five degrees twenty-two minutes forty-five seconds West (N 55°22'45" W), parallel with and sixty-six (66) feet northerly of the southerly right-of-way line of said Westwood Drive, a distance of eighteen hundred twenty-four and seventy-one hundredths (1824.71) feet to a #6 rebar with a surveyor's cap marked "King PLS 2321" set;

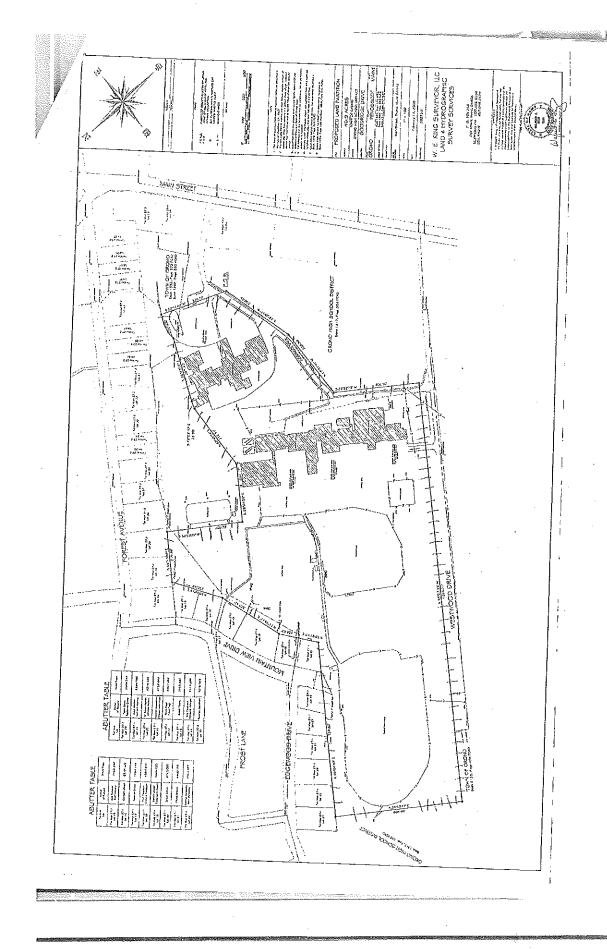
THENCE North thirty-four degrees fifty-five minutes eleven seconds East (N 34°55'11" E), a distance of six hundred four and sixty-six hundredths (604.66) feet to a #6 rebar with a surveyor's cap marked "King PLS 2321" set in a southerly boundary of that tract of land described in a warranty deed from Russell C. McGregor and Kathleen McGregor to Brian T. Page and Paula C. Page, dated June 16, 1989, recorded in Book 4461, Page 336 at said Registry, said Page tract also being described at Lot 33, as shown on a plan of the Mahaney Subdivision drawn by W. R. Gorrill, P. E., recorded in Plan Book 23, Page 99 at said Registry;

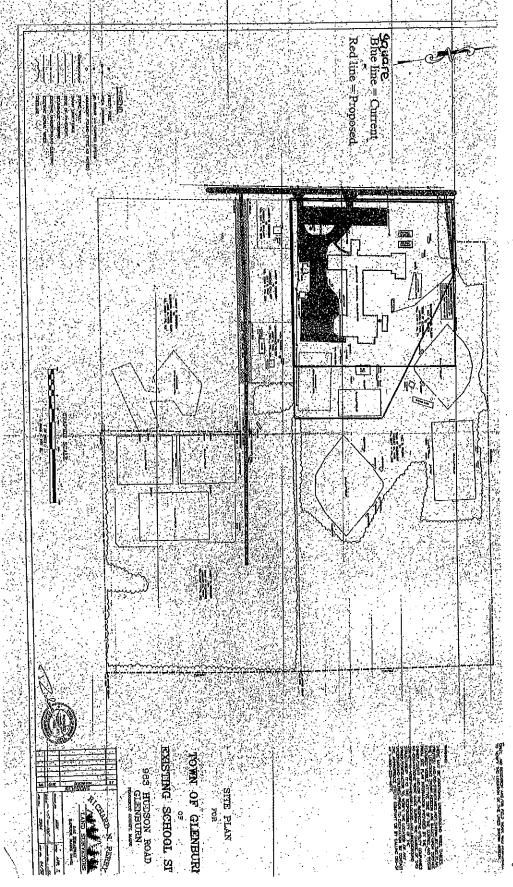
cap marked "King PLS 2321" set in an arc of a curve to the right along the edge of pavement of the parking area access road for the Asa Adams School;

THENCE in an easterly direction with the arc of a curve to the right along the edge of pavement of the parking area access road for the Asa Adams School, a distance of one hundred sixteen (116) feet to a #6 rebar with a surveyor's cap marked "King PLS 2321" set, for reference, a tie line from the previously noted #6 rebar set to this #6 rebar set bears South sixty-six degrees forty-two minutes twenty-three seconds East (S 66°42'23" B), a distance of one hundred sixteen and sixty-one hundredths feet;

THENCE South twenty-three degrees eleven minutes forty-two seconds West (S 23°11'42" W), a distance of three hundred twenty-six and seventy-two hundredths (326.72) feet to the POINT OF BEGINNING and containing forty and nine tenths (40.9) acres of land.

Wilfred E. King, PLS 2321





Appendix 5B: Memorandums of Understanding

Veazie Memorandum of Understanding on Property Use

Being a compilation of agreed upon matters relating to the use, maintenance and improvements of the facilities located at the Veazie Community School as adopted by the Veazie School Committee, Veazie Parks & Recreation Department and Veazie Town Council.

Statement of Intent

The Veazie School Committee and the Veazie Parks & Recreation Department and Veazie Town Council enter into this Memorandum of Understanding for the purpose of developing policies relating to the use, maintenance, and improvement of the Recreation Area located at the Veazie Community School property, School Street, Veazie, Maine.

Definitions

Recreation areas: The playing fields and parking areas north of the Veazie Community School, also any areas built under the Land and Water Conservation Fund Grant. The areas involved shall include the ball fields, the soccer field, the playground lot, and the jogging and nature trails.

Existing Facilities: Existing facilities shall mean the lawn areas where recreational activities take place, the parking areas, the storage buildings north of the school, and those portions of the school building which can be used for recreational purposes.

Legal Responsibilities

The School Committee has the ultimate legal responsibility for the utilization of any lands purchased for school purposes with the State Board approval as determined by Title 20-A. This responsibility includes the Recreation Fields, and the existing facilities as used in this memorandum.

Insurance

Insurance for Veazie Parks & Recreation Department's activities shall be provided by individual participants, and/or their families as outlined in the waiver consent forms.

Activities & Scheduling

The Recreation Director and/or his/her designees shall schedule use of the recreation fields so long as there are no conflicts with scheduled school events, and such use is consistent with the policies and guidelines of the Land and Water Conservation Fund and the Veazie School Committee.

Veazie Parks & Recreation Department will follow the rules and regulations pertaining to the use of the Veazie Community School facility as adopted by the Veazie School Committee. It is understood that the Veazie Parks and Recreation Department runs and uses as its base the Veazie Community School for its Afterschool Program and Summer Recreation Program. It is understood that the Parks and Recreation Department will be given top priority of use of the facility as has been past practice for those programs.

Activities utilizing the Recreation Fields for their intended purposes by the

general public shall be allowed pursuant to Veazie School Department policy 500.1 Community Use of School Facilities.

Rules for Usage

The Parks and Recreation Department, the Recreation Director, and the Building Principal shall jointly establish a set of rules and regulations for the use of the recreational fields area. Such rules and regulations need to be consistent with the policies of the Veazie School Committee and with policies established by the Land and Water Conservation Fund grant.

Coaches, parents, fans, youth athletes, and other members of the general public must abide by the Veazie Community School and Veazie Parks and Recreation Department's code of conduct at all times. Failure to do so will compel the school, recreation department, or other sponsoring organization to take disciplinary action. Should the school administration become aware of an incident occurring under the sponsorship of another organization, they reserve the right to review the infraction and disciplinary action taken by the organization. Upon their review the school administration reserves the right to direct the person in charge of the sponsoring organization to take further action if necessary, in regards to the duration of removal of noncompliant persons from premises or participation.

Repairs and Maintenance

Mowing: The Parks and Recreation Department shall be responsible for mowing the recreation fields. The School Committee shall be responsible for mowing around the school building for the entire mowing season.

Snow Removal: The Veazie Public Works Department will continue to provide snow removal services to clear and remove snow from walkways and school parking lots.

Annual Maintenance: Maintenance of the recreational fields such as fertilization and weed control will be the responsibility of the School Committee with discussion with the Parks and Recreation Department. Tilling, raking, edging the infields, minor stone removal, and a safety check of playground equipment, fencing, and bleachers etc. shall be the responsibility of the Parks & Recreation Department and provisions for such shall be included in their budget. Maintenance of the existing facilities shall be the responsibility of the School Committee and provisions for such shall be included in their budget.

Major Facility Repair, Replacement, and Development:

The Building Principal and the Parks & Recreation Department will approve proposals for major repair, replacement, and development projects on the recreation fields jointly. Joint funding, if required for such projects, shall be included in the budgets of the School Committee and Parks and Recreation Department. If the project is solely for the benefit of one party, the party of sole benefit shall pay for the improvement. Proposals for similar projects on the existing facilities shall be developed by the School Committee or designee and funding for such shall be included in their budget. If an improvement is for the sole benefit of the Parks and Recreation Department the Department shall budget for the improvement. The respective bodies shall administer approved budgets for such projects. All projects must have prior approval of the School Committee.

Review

This Memorandum of Understanding shall be reviewed annually by the School Committee and Parks & Recreation Department in consultation with the Building Principal, the School Superintendent and the Town Manager. Such review shall be completed no later than February 1of each year.

Joint Use Schedule

General School Use (Physical Education, etc.): Priority while school is in session from 8:00 AM to 2:30 PM

Interscholastic Use (Practice & Home Games): Spring and fall from 3:00 PM to 6:00 PM

Sponsored Parks & Recreation Department Use: Events sponsored by the Parks & Recreation Department will occur at such times as the school is not in session or while areas are not scheduled for use by the School Department.

General Public Use: This time will be used for spontaneous activities by the general public. Activities scheduled under A, B, and C above still have priority over uses arising out of this section.

Conditions of Use: Each area of facilities shall be used only for the purpose for which it was designated. The facilities shall not be used by any persons at times when such use might lead to damage of the facilities because of weather, field conditions, etc. This includes a prohibition on motorized recreational vehicles (such as ATV's, dirt bikes, etc.) as well as skateboard and roller blades.

Tobacco use in any form is prohibited in all school buildings, transportation vehicles, and on school grounds at all times by all persons. Student infractions of this policy will result in immediate suspension from school. We appreciate the support of all parents, staff, and visitors to uphold and honor this policy.

We, the undersigned, being the Chairper	rson of the Veazie Sc	hool Committee,
Town of Veazie Recreation Director, and	Chairperson of the	Veazie Town
Council have at Veazie, Maine this	day of	, set
our hands and seals to the foregoing inst	trument.	
Chairperson Director Chairperson Veazi		Veazie Recreation
Department Veazie Town Council	•	
•		
AMP		
Chairperson of the Veazie School Comm	ittee	
Town of Veazie Recreation Director		
•		
Chairperson of the Veazie Town Counci	 [
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Glenburn Memorandum of Understanding on Property Use

Being a compilation of agreed upon matters relating to the use, maintenance and improvement of the facilities located at the Glenburn Elementary School.

As adopted by the Glenburn School Committee and the

Glenburn Parks & Recreation Department

Statement of Intent:

The Glenburn School Committee and the Glenburn Parks & Recreation Department for the purpose of developing policies relating to the use, maintenance, and improvement of the so-called Recreation Area located on the Glenburn Elementary School property, Hudson Road, Glenburn, Maine, enter into this Memorandum of Understanding

Definitions:

Smith Field Complex: The areas built under the Land and Water Conservation Fund Grant. The areas involved shall include the little league field, the soccer field, the playground lot, the picnic area, and the jogging and nature trails.

<u>Recreation Fields:</u> The playing fields and parking areas south of the existing Smith Field Complex.

<u>Existing Facilities:</u> Existing Facilities shall mean the lawn areas, the parking areas, the waste water disposal area, the old playground lot north of the school, and those portions of the school building which can be used for recreational purposes

Legal Responsibilities:

The School Committee has the ultimate legal responsibility for the utilization of any lands purchased for school purposes with the State Board approval as determined by Title 20-A. This responsibility includes the Smith Fields Complex, the Recreation Fields, and the Existing Facilities as used in this memorandum.

Insurance:

Insurance for Glenburn Parks & Recreation Department's activities shall be provided by individual participants, and/or their families as outlined in the waiver consent forms.

Activities & Scheduling:

Use of the Recreation Fields and the Smith Fields Complex shall be scheduled by the Recreation Director and/or his/her designees so long as there are no conflicts with scheduled school events, and such use is consistent with the policies and guidelines of the Land and Water Conservation Fund and the Glenburn School Committee.

Glenburn Parks & Recreation Department sponsored Building Use Policy as adopted by the School Committee.

Spontaneous activities utilizing the Recreation Fields and the Smith Field Complex for their intended purposes by the general public shall be allowed during daylight hours at all times not previously scheduled

by the School Committee or the Glenburn Parks & Recreation Department.

Rules for Usage:

The Parks and Recreation Department, the Recreation Director, and the Building Principal shall jointly establish a set of rules and regulations for the use of the Smith Field Complex. Such rules and regulations need to be consistent with the policies of the Glenburn School Committee and with policies established by the Land and Water Conservation Fund grant.

Coaches, parents, fans, and youth athletes, and other members of the general public must abide by the Glenburn Elementary School and Rec. Department's code of conduct at all times. Failure to do so will compel the school, rec. dept., Little League or other sponsoring organization to take disciplinary action. Should the school administration become aware of an incident, occurring under the sponsorship of another organization, they reserve the right to review the infraction and disciplinary action taken by the organization. Upon their review the school administration reserves the right to direct the person in charge of the sponsoring organization to take further action if necessary, in regards to the duration of removal of noncompliant persons from premises or participation

Repairs and Maintenance:

- 1. **Mowing:** The Parks & Recreation Department shall be responsible for mowing the Recreation Fields and the Smith Field Complex from the time school closes for the summer recess until school opens for the fall term. The School Committee shall be responsible for mowing the Smith Fields Complex throughout the school season and shall be responsible for mowing the Existing Facilities for the entire mowing season.
- 2. Annual Maintenance: Maintenance of the Smith Fields Complex such as fertilization, weed control, tilling -- raking -- edging the infields, minor stone removal, and a safety check of playground equipment, fencing, and bleachers etc. shall be the responsibility of the Parks & Recreation Department and provisions for such shall be included in their budget. Maintenance of the Existing Facilities shall be the responsibility of the School Committee and provisions for such shall be included in their budget.

Major Facility Repair, Replacement, and Development:

Proposals for major repair, replacement, and development projects on the Smith Fields Complex will be approved jointly by the Building Principal and the Parks & Recreation Department. Funding for such projects shall be included in the Parks & Recreation Department's budget. Proposals for similar projects on the Existing Facilities shall be developed by the School Committee and funding for such shall be included in their budget. Approved budgets for such projects shall be administered by the respective bodies.

Review:

This Memorandum of Understanding shall be reviewed annually by the School Committee and Parks & Recreation Department in consultation with the Building Principal, the School Superintendent and the Town Manager. Such review shall be completed no later than February 1 of each year.

Joint Use Schedule

- A. General School Use (Physical Education, etc.)
 Priority while school is in session from
 8 a.m. to 3 p.m.
- B. Interscholastic Use (Practice & Home Games) Spring and Fall from 3 p.m. to 6 p.m.
- C. Sponsored Parks & Recreation Department Use Events sponsored by the Parks & Recreation Department will occur at such times as the school is not in session or while areas are not scheduled for use by the School Department.
- D. General Public Use

This time will be used for spontaneous activities by the general public.

Activities scheduled under A, B, and C above still has priority over uses arising out of this section.

E. Conditions of Use

Each area of facilities shall be used only for the purpose for which it was designated. The facilities shall not be used by any persons at times when such use might lead to damage of the facilities because of weather, field conditions, etc. This includes a prohibition on motorized recreational vehicles (such as ATV's, dirt bikes, etc.) as well as skateboard and roller blades.

Tobacco use in any form is prohibited in all school buildings and transportation vehicles and on school grounds at all times by all persons. Student infractions of this policy will result in immediate suspension from school. We appreciate the support of all parents, staff, and visitors to uphold an honor this policy.

We, the unders	igned, being the Chairper	son of the School
C	ommittee and the Recreat	tion Director, have at
G	lenburn, Maine this	day of
	, set ou	ır hands and seals to
th	ne foregoing instrument.	
	o o	
C	hairperson, Glenburn Sch	ool Committee
		· · · · · · · · · · · · · · · · · · ·
Re	creation Director, Town o	f Glenburn

Memo

To: Jim Bird, Orono RSU

From: Catherine Conlow, Orono Town Manager

CC: Orono Town Council, Orono School Committee, Kelly Clenchy, Norm

Poirer, Rob Yerxa, Tom Russell

Date: November 18, 2008

Re: Draft of general terms and conditions for the disposition of property to the

Riverside RSU

It is the intent of the Town of Orono to transfer all real and personal property to the RSU as set forth in (Exhibit A.) It is important to note that the survey and its conditions have not been approved by the Orono Town Council. Therefore, the terms below are representative of some of the property issues that have been discussed. However, it does not represent a binding agreement between the Town and proposed RSU. Should the property cease to be used for the express purpose of primary and secondary education, the property will revert to the ownership of the Town. Should the RSU be dissolved, then ownership of the property will revert to the Town.

It is further understood that the property located north of Asa Adams and the entrance to the Asa Adams parking lot will remain in the ownership of the Town. Accordingly, the Town of Orono will continue to maintain these facilities and provide at no-charge, use of these facilities to the RSU. Any organized use of these facilities shall be scheduled through the Orono Recreation Department. The Town will retain an easement for public access and maintenance of the property through the Asa Adams Parking Lot.

The Town of Orono will retain ownership of all land west of the football field/track as designated on the survey map (Exhibit A). It is the intent of Orono to permit the continued use of property for the "ropes course," however, liability for the maintenance and condition of the course shall be the sole responsibility of the Regional School Unit. Any alterations or changes to the course shall require prior approval from the Town of Orono. If at any time the Town determines that the course presents a hazard, the Town can order the course to be repaired or removed. Should the Town desire to use the property for other purposes, the Town can remove the course with 60 days written notice.

It is proposed that the High School athletic fields (including the football field/ track, baseball field, softball field, soccer field, and tennis courts, but excluding the Hockey arena), and located to the west and northwest of the High School Facilities as shown on Exhibit A, will be transferred to the ownership of the RSU. Both parties recognize that the fields and pedestrian access area were

constructed by the Town utilizing Land Conservation funds, and must remain open for public use. The fields and pedestrian access area shall be maintained by the RSU at its sole expense. However, the Town and the general public will have the right to use the fields and pedestrian access area when not being used for school activities. Any organized recreational activities shall be scheduled through the RSU.

The Town will retain ownership and maintain the ice rink located to the north of the Orono High School on Exhibit A. While it is understood that the RSU may utilize the ice arena, given the uncertainty of the weather, the Town will not guarantee the maintenance and safety of the arena for official activities of the RSU.

In addition, the Town will continue to maintain all grounds identified on the survey document as belonging to the Town. The RSU will maintain all grounds on Exhibit A identified as RSU property.

The Town of Orono currently operates a public library out of the Orono Middle/High School in a space shared by the school library and town library. It is the intent of the Town to move the library out of the facility by September 2009. If for any reason the Town is unable to relocate the library, the RSU shall continue to provide space for the library, free of charge. Additionally, the RSU shall continue to maintain that space in conjunction with its own facilities.

Through April 2010, the Town shall continue to plow the parking lots and entryways to the schools, including Goodrich Drive, the Asa Adams parking lots and entry, the middle school lot and entry and the High School lot and entry. At the end of April, the Town and the RSU shall have agreed on a permanent arrangement for snow plowing. Shoveling of entryways shall be the responsibility of the RSU.

The RSU shall continue to permit the use of school facilities by the Town at no charge. The Town shall schedule the use of the facility through the RSU

Town will retain an easement to maintain, repair, replace and use any sewer lines or related improvements located on the property to be conveyed to the RSU.

Town will convey a common easement for access from Main Street to the RSU property over Goodridge Drive.

Town will reserve an easement to use the portion of Goodridge Drive located on the RSU property for access to Town property or facilities.

The above conditions of the transfer represent a general understanding between the Orono Superintendent and the Town Manager. Pursuant to the Ordinances for the Town of Orono, a Public Hearing is required prior to the disposition of property and is subject to modifications by the Orono Town Council

Office of Superintendent Glenburn School Department 983 Hudson Road, Glenburn, ME 04401 (207) 942-4405 FAX 942-4250

Doug Smith: Superintendent Sharon Soucie: Office Mgr./Bookkeeper Madeleine Cooper Secretary

September 9, 2008

Michael Crooker, Manager Town of Glenburn 144 Lakeview Rd. Glenburn, Me 04401

Dear Mike,

Within the Riverside RSU, currently each municipality provides some services at no cost to the school system. These services vary from community to community but include such things as snow removal, lawn mowing, and field maintenance. In addition, each school department allows a wide variety of municipal use of their fields and buildings once again at no cost. The communities have agreed that, during the first year of operation, the municipalities will provide the same level of services as they have in the past at no cost to the schools and the schools will allow the same level of municipal use of school facilities with no charge. During the first year of operation, the RSU Board of Directors will review this agreement with municipal officials and the Towns and schools will maintain the same level of services being provided.

Your municipal representative, Blake Fryer, can answer any questions regarding the aforementioned RSU statement of intent.

Sincerely,

Douglas K. Smith, Superintendent Glenburn School Department

School Union 87 -- Orono and Veazie

Office of Superintendent of Schools

18 Goodridge Drive Orono, Maine 04473 Tel: Fax: TTY:

866-5521 866-7111

September 15, 2008

Cathy Conlow, Town Manager Town of Orono 59 Main Street Orono, Maine 04473

Dear Cathy:

Within the Riverside RSU each municipality currently provides some services at no cost to the school system. These services vary from community to community, but include such things as snow removal, lawn mowing, and field maintenance. In addition, each school department allows a wide variety of municipal use of their fields and buildings, once again, at no cost.

Throughout our discussions, RPC members have agreed that during the first year of operation the municipalities will provide the same level of services as they have in the past, at no cost to the schools, and the schools will allow the same level of municipal use of school facilities, with no charge. During the first year of operation, the RSU Board of Directors will review this agreement with municipal officials, and the towns and schools will maintain the same level of services being provided. It is our hope that our proposal for services during the first year of operation meets your approval.

Your municipal representative, Tom Perry, can answer any questions regarding the aforementioned RSU statement of intent.

Sincerely

Kelly R. Clenchy

Superintendent of Schools,

/cab

cc:

Jim Bird

nion 87 -- Orono and Veazie

Office of Superintendent of Schools

18 Goodridge Drive Orono, Maine 04473

Tel: 866-5521 Fax: TTY:

866-7111 711

September 16, 2008

Bill Reed, Town Manager Town of Veazie 1084 Main Street Veazie, Maine 04401

Dear Bill:

Within the Riverside RSU each municipality currently provides some services at no cost to the school system. These services vary from community to community, but include such things as snow removal, lawn mowing, and field maintenance. In addition, each school department allows a wide variety of municipal use of their fields and buildings, once again, at no cost.

Throughout our discussions, RPC members have agreed that during the first year of operation the municipalities will provide the same level of services as they have in the past, at no cost to the schools, and the schools will allow the same level of municipal use of school facilities, with no charge. During the first year of operation, the RSU Board of Directors will review this agreement with municipal officials, and the towns and schools will maintain the same level of services being provided. It is our hope that our proposal for services during the first year of operation meets your approval.

Your municipal representative, Rod Hathaway, can answer any questions regarding the aforementioned RSU statement of intent.

Sincerely,

Kelly R. Clenchy

Superintendent of Schools

/cab

Duska Hayman cc:

6. The disposition of existing school indebtedness and lease-purchase obligations if the parties elect not to use the provisions of Section 1506 regarding the disposition of debt obligations.

A. <u>Bonds, Notes and Lease Purchase Agreements That the Region Will Assume</u>. The region shall assume liability to pay the following bonds, notes and lease purchase agreements:

6A - The disposition of existing school indebtedness and lease purchase obligations Bonds, notes and lease purchase agreements that the region will assume

Name of	Year	Original	Asset	Principal Balance as	Final
SAU	Issued	Principal	Acquired, Constructed or Renovated	of 1-Jul-09	Maturity Date
Glenburn	2005	140,000	Telephone system; front door/doorway; door lock system; computer wkst shelving; electrical wksts	\$28,000	10/25/2009
Glenburn	2007	49,900	Portable #5 classroom	33,948	7/1/2011
Glenburn	2001	300,000	Roof repairs/renovations	60,000	7/1/2010*
Glenburn	2008	75,811	7 photocopier 5 printers	60,649	8/1/2012
Glenburn	2002	672,650	Air quality Maint/Vents	269,060	11/1/2012
Orono	1997	1,325,000	School repairs and capital improvements	596,250	11/1/2017
Orono	2005	15,266	School repairs	3053.16**	8/1/2009
Veazie	1998 5	,383,000 Sc	hool building construction	2,422,350	11/1/2017

^{*}payments of \$30,000 on 7/1/2009, \$30,000 on 7/1/2010

Additionally, other bonds, notes and lease purchase agreements issued by an SAU before the operative date of the region shall be assumed by the region, <u>provided</u> the SAU issued the bond, note or lease purchase agreement in the normal course of its management of the schools for an essential purpose to replace its existing facilities and existing items of equipment that are not longer serviceable or to keep them in normal operating condition.

B. Bonds, Notes and Lease Purchase Agreements That the Region Will Not Assume. Pursuant to 20-A M.R.S.A. § 1506(4), the region does not assume the following bonds, notes and lease purchase agreements, which shall continue to be paid by the original members of the SAU indicated, and the region shall serve as fiscal agent for the SAU for that purpose:

6B - The deposition of existing school indebtedness and lease purchase obligation Bonds, notes and lease purchase agreements that the region will not assume

^{**}original principal of \$25,856.57 with principal forgiveness amount of \$10,590.85

- C. New Capital Project Debt that Region Will Issue and Assume. If the voters or other applicable legislative body of an SAU has authorized the issuance of bonds for a school construction or a minor capital project, but the SAU has not issued all of the authorized permanent bonds for that project, the regional school unit board shall issue bonds or notes to finance the completion of that project and to refund any temporary notes that the SAU issued for that project, as required by 20-A M.R.S.A. § 1506(5). With respect to such new project debt, the region shall assume liability to pay the following bonds, notes and lease purchase agreements:
- D. New Capital Project Debt that the Region Will Issue But Will Not Assume. In the event a member town authorizes debt for a project but does not issue all of the permanent debt for that project before the RSU becomes operational, then pursuant to section 1506(5) of Title 20-A, the RSU shall issue the bonds or notes necessary to finance completion of that project and to refund temporary notes issued for that project, but shall not assume liability for such bonds or notes. Upon issuing that debt in the name of the member town in accordance with section 1506(5), the board shall serve as fiscal agent pursuant to section 1506(4) for purposes of collecting debt service on that debt from the town in addition to the town's share of school costs, and paying that debt on behalf of the town.
- E. <u>Defaulted Debt is Excluded from Being Assumed</u>. Notwithstanding anything in this Plan to the contrary, except where legally required to do so, the region will not assume any bond, note or lease purchase agreement as to which the SAU is in breach or has defaulted.
- F. Other Debt Not Assumed. Except as provided in this section of the Plan, the region will not assume liability for any bonds, notes or lease purchase agreements issued by an SAU prior to the operative date of the region.

7. The assignment of school personnel contracts, school collective bargaining agreements and other school contractual obligations.

A. <u>School Personnel Contracts</u>. A list of all written individual employment contracts to which each of the existing SAUs is a party is attached as Exhibit 7-A. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date, and their contracts shall be assumed by the RSU on the operational date. This provision does not prevent the existing SAUs from terminating or non-renewing the contracts of employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

EXHIBIT 7-A

WRITTEN INDIVIDUAL EMPLOYMENT CONTRACTS

Contract

District Location Name Position expiration Percent

	Supt's			-	
Glenburn	Office	Douglas Smith Thomas	Superintendent	6/30/2011	
Glenburn	School	Sullivan	Principal	6/30/2010	
Glenburn	School Supt's	Jeff Paul	Assistant Principal	6/30/2010	
Glenburn	Office Supt's	Douglas Smith	Special Ed. Director	6/30/2009	
Glenburn	office	Sharon Soucie	Office Mgr/Bookkeeper/HR	6/30/2010	
Union 87	Orono Orono	Kelly Clenchy	Superintendent	6/30/2011	75%
Union 87	High Orono	Bruce Bailey	Principal	6/30/2009	
Union 87	High Orono	Robert Sinclair Michael	Ass't Prinicpal	6/30/2010	
Union 87	High Orono	Archer	Athletic Director	6/30/2009	50%
Union 87	Mid	Robert Lucy	Principal	6/30/2010	
Union 87	Orono Ele	Paula McHugh Sandra	Prinicpal	6/30/2009	
Union 87	Orono	Cookson	Tech/Curr Coordinator	6/30/2009	75%
Union 87	Orono	Sharon Brady	Special Ed Director	6/30/2010	75%
Union 87	Orono	Karen Jacobs Matthew	Food Service Supervisor	6/30/2009	57%
Union 87	Orono	Tardie Matthew	Adult Ed Director	6/30/2009	
Union 87	Orono	Tardie	Adult Basic Ed Coordinator	6/30/2009	
Union 87	Veazie	Kelly Clenchy	Superintendent	6/30/2011	25%
Union 87	Veazie	Scott Nichols Sandra	Principal	6/30/2010	
Union 87	Veazie	Cookson	Tech/Curr Coordinator	6/30/2009	25%
Union 87	Veazie	Sharon Brady	Special Ed Director	6/30/2010	25%
Union 87	Veazie	Karen Jacobs	Food Service Supervisor	6/30/2009	43%

A list of all employees of the existing SAUs who do not have written individual employment contracts is attached as Exhibit 7-B. Pursuant to Section XXXX-43(5), individuals on the list who are employed on the day before the operational date shall become employed by the RSU as of the operational date. This provision does not prevent the existing SAUs from terminating employment of the employees in accordance with applicable law before the operational date of the RSU. The list shall be updated and made final no later than the day before the operational date of the RSU.

The duties and assignments of all employees transferred to the RSU shall be determined by the Superintendent of the RSU or his/her designee.

B. <u>School Collective Bargaining Agreements</u>. The following collective bargaining agreements to which the SAUs are a party shall be assumed by the regional school unit board as of the operational date:

EXHIBIT 7-B SCHOOL COLLECTIVE BARGAINING AGREEMENTS

	Position Included in	Next
SAU	Bargaining Unit	Termination
Glenburn	Glenburn Educational Association	6/30/2009
Glenburn	Nurse	6/30/2009
Glenburn	Guidance Services	6/30/2009
Orono	ESP-Secretaries, Food Service	
	Ed Techs, Custodians	6/30/2010
Orono	Orono Educational Association	
	Teachers	8/31/2010
Veazie	Veazie Educational Association	,
	Teachers	8/31/2009

All of the employer's rights and responsibilities with respect to collective bargaining shall be fully assumed by the regional school unit board as of the operational date.

EXHIBIT 7-B

NO WRITTEN INDIVIDUAL EMPLOYMENT CONTRACTS					
District	Location	Name	Position	Percent	
Glenburn	School	Tina Alexander	Cook part-time		
Glenburn	School	Kristine Andrews	Custodian		
Glenburn	School	Kirsten Beckwith	Ed Tech III-Special Ed		
Glenburn	School	Brenda Boardman	Ed Tech III-Special Ed		
Glenburn	School	Wendy Morro	Ed Tech III-Special Ed		
Glenburn	School	Brandi Chase	Ed Tech III-Special Ed		
Glenburn	School	Toby Cole	Ed Tech III-Special Ed		
	Supt's				
Glenburn	Office	Madeleine Cooper	Supt/Sp Ed. Secretary		
Glenburn	School	Bonita Day	Title 1-Ed Tech II		
		Kristopher	- · · · · ·		
Glenburn	School	Desrosiers	Custodian		
Glenburn	School	Jennifer Eells	Title 1 Ed Tech III		
Glenburn	School	Deborah Hayes	Ed Tech III-Special Ed		
			Library Aide & School		
Glenburn	School	Cheryl Hoover	Secretary		
-					
Glenburn	School	Joe Knox	Ed Tech III-Special Ed		
Glenburn	School	David Link	Custodian part-time	-	
Glenburn	School	Jeannie McAlpine	Ed Tech III-Special Ed		
Glenburn	School	Sonya Miles	Ed Tech III-Special Ed		
Glenburn	School	Joshua O'Keefe	Ed Tech III-Special Ed		
Glenburn	School	Susan Palmer	Title 1 - Ed Tech III		
Glenburn	School	Carrie Pearl	Cook		
Glenburn	School	Shelly Phipps	Ed Tech III-Special Ed		
Glenburn	School	Diana Plummer	Ed Tech III-Special Ed		

Glenburn	School	Sandra Rice	Bus Driver/Custodian	
Glenburn	School	Jeff Royal	Maintenance Supervisor	
Glenburn	School	Barbara Shaw	Cook	
Glenburn	School	Linda Sproul	Secretary - Special Education	
Glenburn	School	Elaine Strout	Ed Tech III-Special Ed	
Glenburn	School	Vi Thai	IT Director	
Glenburn	School	Deanne Thayer	Kitchen Manager	
Glenburn	School	Terry Thibodeau	Ed Tech III-Special Ed	
Glenburn	School	Nada Williams	School Secretary	
Union 87	Orono	Cindy Belanger	Superintendent's secretary	75%
Union 87	Orono	Susan Bell	Payroll Clerk	75%
Union 87	Orono	Sandra Buck	Admin Assistant Finance	75%
Union 87	Orono	Leah Teffley	Special Ed Secretary	75%
Union 87	Orono	John Robichaud	Maintenance Supervisor	
Union 87	Orono	Andrew Whitehouse	School Resource Officer	50%
Union 87	Orono		Tutors*	
Union 87	Veazie	Cindy Belanger	Superintendent's secretary	25%
Union 87	Veazie	Susan Bell	Payroll Clerk	25%
Union 87	Veazie	Sandra Buck	Admin Assistant Finance	25%
Union 87	Veazie	Leah Tuffley	Secretary - Special Education	25%
Union 87	Veazie		Tutors*	

^{*}hired on an as needed basis

C. <u>Other School Contractual Obligations</u>. A list of all contracts to which the existing SAUs are a party and that will be in effect as of the operational date is attached as Exhibit 7-C.

The RSU shall assume the following contracts as of the operational date: EXHIBIT 7-C OTHER SCHOOL CONTRACTUAL OBLIGATIONS

SAU	Contracting Party		Expiration Date
Glenburn	ADS	Accounting Software	Annual
Glenburn	Wicked Good SoftW	Web2School Student Software	Annual
Glenburn Glenburn	Levant Landscaping Milton Knowles	Mowing Snow Plowing	. Annual Annual
Glenburn Glenburn	Therapy Solutions Bangor Interp Services	Physical Therapy Interpreters for parents	Annual Annual
Glenburn	Lynda Gunther	Water Testing	Annual
Glenburn	Jim Artesani	Behavioral Specialist	Annual
Glenburn	Candice Bray	Speech Therapist	Annual
Glenburn	Charity Fournier	Speech Therapist	Annual
Glenburn	Mark Hammond	Speech Therapist	Annual
Glenburn	Amy Shearer	Occupational Therapist	Annual
Glenburn	Karie Luce	Occupational Therapist	Annual

Glenburn	Elizabeth Smith		Occupational Thera	pist	Annual
Glenburn	Elizabeth Fields		Speech Therapist		Annual
Glenburn	Lora Stanchfield		Phychologist		Annual
Glenburn	Sheila Thibodeau		Social Worker		Annual
Glenburn	Warren Center		Speech Therapist		Annual
Glenburn	Nancy Workman		Speech Therapist		Annual
Glenburn	Carolyn Eaton		Speech Therapist		Annual
Glenburn	May Institute		Special Ed. Consulta	nt	Annual
Glenburn	Michele McGuire		Mentor / Consultan	t	Annual
Glenburn	Neuropsychology		Psychologist		Annual
Glenburn	RESULTS		Occupational Thera	ру	Annual
Glenburn	Drummond Woodsom		Legal Counsel		Annual
Glenburn	Eagle Security		Alarm System		Annual
Glenburn	Unicel		Cellular Services		Annual
Union 87	Eastern ME Consulting/	Testing	Psychological Exam		Annual
Union 87	Eastern ME Consulting/1	Testing	Psychexaminer/con	sultant	Annual
Official	Edate III ME consumbly	resting	1 Sychieranni rei y con	o di tedi i i	,
SAU	Contracting Party	Type of Co	ontract	Expiration Date	
II 07	East ME Consulting				
Union 87	East ME Consulting	Social Wo	rkor	Annual	
Union 87	Testing Eliz. A. Smith Agency			Annual	
Union 87	Conley Speech and	y Occupanc	max Thorapist	* *************************************	
Cilion 67	Hearing	Speech La	ng Pathologist	Annual	
Union 87	Mark R. Hammond	~P			
	Assoc.	Speech La	ng Associates	Annual	
Union 87	Warren Center Speech	Lang Path	ologist	Annual	
Union 87	Neuropsychology	Neuropsyc	hological		
	Services, P.A.	Examiner		Annual	
Union 87	East ME Medical				
	Center Hearing				
	Center		Audiologist	Annual	
Union 87	Therapy Solutions	Physical T	-	Annual	
Union 87	Therapy Solutions	Occupation	nal Therapist	Annual	
Union 87	David Celiberti	D11	tot Dh D	A marro1	
II! 07	Agency	Psycholog	ist, Ph.D.	Annual	
Union 87	Occupational	Occupation	nal Therapist	Annual	
Orono	Therapist John T. Cyr & Sons	Bus transp	-	6/30/2010	
Orono	M.S.T. Government	Dus transp	Ortation	0/30/2010	
Olono	Leasing LLC	Copiers		8/1/2009	
Orono	Schiavi Leasing Corp	-	ld #172 Unit #222	6/30/2009	
Orono	Schiavi Leasing Corp			11/30/2008	
Orono	Time Warner Cable		Fiber Connectiv	8/9/2009	
Orono	Roy Brothers	Propane		6/30/2009	
Orono	Webber Energy Fuels	_		6/30/2009	
Orono	Honeywell	HVAC		10/1/2008	
Orono	Simplex Grinnel	Fire Alarm	ıs	4/30/2009	•
Orono		~	~ ·	C/0.0/0.04.4	
Asa Adams	Gifford & Assoc.	Custodial	Services	6/30/2011	

Veazie	John T. Cyr & Sons	Bus transportation	6/30/2011		
Veazie	M.S.T. Government	•			
	Leasing LLC	Copiers	8/1/2009		
Veazie	CN Brown	Oil	6/30/2009		
Veazie	Gifford * Assoc	Custodial Services	6/30/2011		
The SAU Board and superintendent shall seek to terminate or negotiate for					
termination of the following contracts prior to the operational date:					

Not applicable

8. The disposition of existing school funds and existing financial obligations, including undesignated fund balances, trust funds, reserve funds and other funds appropriated for school purposes.

A. <u>Existing Financial Obligations</u>. Pursuant to Section XXXX-36(5) the disposition of existing financial obligations is governed by this plan.

Existing financial obligations shall include the following:

(i) all accounts payable;

to the extent not included as accounts payable, any financial obligations which under generally accepted accounting principles would be considered expenses of the SAU for any year prior to the year the RSU becomes operational, whether or not such expenses were budgeted by the SAU in the year the obligations were incurred, excluding summer salaries and benefits owed to employees for work performed during the 2008-09 school year, including salary and compensation payable after June 30, 2009

; and

(ii) all other liabilities arising under generally accepted accounting principles that can be reasonably estimated and are probable.

Each SAU shall satisfy its existing financial obligations from all legally available funds. If an SAU has not satisfied all of its existing financial obligations, the SAU shall transfer sufficient funds to the region to satisfy its remaining existing financial obligations, and the regional school unit board shall be authorized to satisfy those existing financial obligations on behalf of the SAU. Each SAU will be responsible for accrued summer salaries plus benefits. If the SAU does not transfer to the region sufficient funds to satisfy its existing financial obligations, then to the extent permitted by law, the regional school unit board may satisfy those obligations from balances that the SAU transfers to the region. If the available balances transferred are insufficient to satisfy the SAU's existing financial obligations, or are not legally available for that purpose, the regional school unit board may take any action permitted by law so that all of the municipalities of the region are treated equitably with respect to the unsatisfied existing financial obligations of an SAU. For example, to the extent permitted by law, the regional school unit board may satisfy the unpaid existing financial

obligations of an SAU in the same manner and with the same authority as for unassumed debt under the provisions of 20-A M.R.S.A. § 1506(4).

Additionally, to the extent permitted by law, if in the judgment of the regional school unit board it must raise funds from all its members to satisfy existing financial obligations of an SAU, the regional school unit board also shall be authorized to raise additional amounts for the purpose of making equitable distributions (which may be made in the form of credits against assessed local shares of the region's approved budget) to those region members that would otherwise bear costs attributable to unsatisfied existing financial obligations of an SAU for which they had no financial responsibility. The intent of the preceding sentence is that financial responsibility for unsatisfied existing financial obligations of an SAU be borne by its members and not by the other members of the region.

B. Remaining Balances. The balance remaining in the SAU's school accounts after the SAU has satisfied existing financial obligations in accordance with this plan shall be paid to the treasurer of the regional school unit, verified by audit and used to reduce that SAU's contribution as provided by Section XXXX-43(4). Unless the Legislature otherwise provides, in the case of a school administrative district, community school district or other regional school district (collectively, "district"), the school board of the district shall specify in writing to the regional school unit board how the region shall allocate transferred remaining balances between district members. Unless the Legislature otherwise provides, if the district board has not specified in writing to the regional school unit board how this allocation shall occur, then the transferred remaining balances shall be credited to the district's members in proportion to their respective shares of that portion of the total local costs of the region allocable to all of the district's members for the operational year.

Transfers of remaining balances may occur within the period specified by Section XXXX-43(4), or, as may be preferable in the case of a district, at any time before the district has closed its accounts and ceased normal operations.

- C. Reserve Funds. SAUs shall transfer remaining balances of reserve funds to the regional school unit. Unless otherwise provided by applicable law, a transferred reserve fund shall be used in accordance with its original purpose to benefit a school or schools of the SAU. Transferred reserve funds shall be subject to Title 20-A M.R.S.A. § 1491, except that the transfer of funds in a reserve fund or a change in purpose of the fund may only occur in such manner that the funds continue to benefit the members of the SAU that transferred that reserve fund to the region.
- D. <u>Scholarship Funds</u>. SAUs shall transfer remaining balances of scholarship funds to the region. Scholarships shall be limited to the original pool of potential recipients unless otherwise provided by the donor or by applicable law.

E. <u>Trust Funds</u>. SAUs shall transfer trust funds to the region. The regional school union board shall be deemed the successor trustee for all purposes, except as provided by the trust or by applicable law.

9. A transition plan that addresses the development of a budget for the first school year of the reorganized unit and interim personnel policies.

As used in this section, unless the context indicates otherwise, "transitional regional school unit board" (TRSUB) means the regional school unit board elected pursuant to 20-A M.R.S.A. §1472-A. From the time of election of the regional school unit board to July 1st of the regional school unit's first operational year, the TRSUB shall establish interim rules of procedures and shall elect officers who shall serve until officers are elected at a meeting following the operational date of the regional school unit. The TRSUB'S powers and duties during this period are governed by this section.

- 1. <u>Selection of superintendent</u> The TRSUB shall select a superintendent for the regional school unit (RSU) in accordance with 20-A M.R.S.A. §1051 to carry out the duties specified in 20-AM.R.S.A. §1055. During the interim period, the salary, office and other expenses of the superintendent as well as the costs of the TRSUB, including insurance, must be allocated to the school administrative units by the cost-sharing formula established in accordance with 20-A M.R.S.A. §1481-A and included in the reorganization plan for the RSU.
- 2. <u>Budget preparation and approval</u> The TRSUB shall prepare the annual budget for the first operational year of the RSU in time for its presentation to and consideration by the TRSUB in accordance with 20-A M.R.S.A. chapter 103-A, subchapter 4. Specific duties may be assigned to existing personnel with the approval of the employing school administrative unit. The TRSUB shall complete the budget development process and recommend a budget for consideration by the legislative body responsible for final budget approval and the residents of the RSU. The budget format approval procedures and assessments for the RSU's first operational year budget must be in accordance with 20-A M.R.S.A. chapter 103-A,
- 3. <u>Authorization</u> The TRSUB is authorized to take all other actions provided under state law to prepare the RSU to become operational on July 1st for the first operational year, including the authority to open and maintain accounts, to incur expenses to be allocated among the RSU's member school administrative units in accordance with the reorganization plan for the RSU and to file applications for school construction projects and revolving renovation fund loans and other available funding.
- 4. <u>Fiscal agent</u> The TRSUB is authorized to expend start-up funds for the RSU. A school administrative unit within the RSU may serve as a fiscal agent and may expend any start-up funds on behalf of the new RSU prior to the RSU's operational date without calling for a special meeting of the local legislative body.
- 5. <u>Allocation of Pre-RSU Credit/Debit</u> In the event that after the operational date of the RSU, a previously unknown credit or debit is found to have occurred in a municipality before the operational date of the RSU, the credit or debit will be assessed to the municipality in which it occurred.

<u>Transition Plan for Personnel Policies.</u> All personnel policies existing in the previous school administrative units shall continue to apply to the same employment positions and/or individuals after they become part of the regional school unit. After the operational date, the regional school unit board and superintendent will develop and adopt regionwide policies in accordance with applicable law.

10. Documentation of the public meeting or public meetings held to prepare or review the reorganization plan.

See 13G

11. An explanation of how units that approve the reorganization plan will proceed if one or more of the proposed members of the regional school unit fail to approve the plan.

If the plan is rejected by 1 or more communities, the RPC will resume the process to determine if adjustments could be made, which would meet the commissioners approval. If the revisions did not satisfy all communities, the region shall not be formed under this plan, and the SAU's shall restart the process.

12. An estimate of cost savings to be achieved by the formation of a regional school unit and how these savings will be achieved.

The Riverside RSU Regionalization Planning Committee found it extremely difficult to estimate three year cost savings as a result of regionalization. The task of carefully analyzing expenditures in order to use this information to estimate possible savings after consolidation is truly daunting. However, after carefully reviewing a variety of data from each school system we identified several areas where there is a reasonable likelihood that cost savings could be realized as a result of regionalization. We must emphasize that these potential cost savings are only estimates and should not be considered as firm guarantees. In addition, we realize that additional costs may be incurred and have included possible new expenditures at the end of this section.

We project savings in the areas of central administration by the reduction of support staff. In special education we are projecting the loss of one director and a part time support staff person. In curriculum we are projecting the loss of staff to eliminate duplication of service. We are also projecting savings through the cooperative purchasing of products and services as well as through eliminating duplication in food service programs. Finally in our potential savings in year three we are projecting the elimination of a part time central administration position when the contract for this individual expires.

Members of the RPC noted two approaches to show the cost savings and both are noted in the table below.

- COLUMN A illustrates the cumulative effect of carrying the savings from staff reduction calculated in the first year through year two and three.
- COLUMN B does not carry savings from staff reductions calculated in the first year through year two and three.

, ,	Co	lumn A	Column B
Estimated Savings	\$	150,735	\$ 150,735
Estimated additional costs	\$	66,000	\$ 66,000
Net S avings	\$	84,735	\$ 84,735
S econd year 2010-2011			
Estimated Savings	\$	150,735	\$ -
Estimated additional costs	\$	-	\$ -
Net S avings	\$	150,735	\$ -
Third year 2011-2012			
Estimated Savings	\$	215,735	\$ 65,000
Estimated additional costs	\$	-	\$ -
Net S avings	\$	215,735	\$ 65,000
Total Combined RSU Estimated Savings	\$	451,205	\$ 149,735

NOTE: The plan additionally has a cost avoidance of penalties to be assessed in year one totaling \$286,670. Penalty amounts in subsequent years to be determined:

Glenburn: \$108,747 Orono: \$119,080 Veazie: \$58,843

\$286,670

We estimate a \$30,000 start up cost to be expended between the time of a successful referendum and July 1, 2009. These costs are not represented in the chart above and are associated with activities such as legal and audit procedures, deed preparations, Board elections, central office development, and carrying out a superintendent search. The \$30,000 is a combined total for all three communities.

In addition, we encourage the RSU Transitional Board of Directors to work with existing school committees and superintendents to determine if specific savings can be realized in these and other areas that will not have a negative effect on the quality of education provided to the students of Glenburn, Orono and Veazie. We recommend that they give special attention to the following areas where we believe there is potential for savings.

- 1 The potential for more efficiency in negotiating and administering one collective bargaining agreement per employee group
- 2 The elimination of duplication and redundancy in transportation
- 3 The potential reduction of some services in transportation to equalize practices across the district

- 4 The employment of district wide consultants in special education to reduce the use of contracted services
- 5 Establishing district-wide programs for some high need special education populations
- 6 Streamlining/restructuring special education administration
- 7 Savings of scale realized in bulk purchasing
- 8 Elimination of duplication and redundancy in professional development
- 9 Shared special education transportation to out of district placements
- 10 Centralize the purchasing of contracted services for facility and equipment maintenance
- 11 Combine technology hardware, software, support services and licensing

Potential New Expenditures

We also recognize future areas of possible additional costs. Some of these might include but are not limited to:

- 1 Development of system wide policies and the production of policy manuals
- 2 Extending some contracted services
- 3 Future negotiations of salary and benefit adjustments
- 4 Resolution of personnel matters likely to arise
- 5 Training for collective bargaining and regional decision making
- 6 Purchase of software/hardware for financial operations

In summary, in spite of the unknowns and variables inherent in school consolidation, we believe that there is a potential of cost savings in the long term that will not have a negative effect on the quality of education provided to the residents of Glenburn, Orono and Veazie.

13-A. <u>Plans to Reorganize Administration, Transportation, Building and Maintenance and Special Education.</u>

The GOV RPC recognizes the legitimate concerns of many citizens with regard to the increasing cost of public education. We also recognize that the current school consolidation law is a good faith effort by the State of Maine to reduce the cost of education. We do not believe, however that adequate time exists to examine all factors in sufficient detail to gain a high degree of confidence that specific savings will in fact occur in GOV RSU. We highly recommend the future GOV Board of Directors thoroughly evaluates areas such as transportation, administration and special education, among others, to see what savings may be obtained by reducing redundancy and improving coordination. Any decision of the Board of Directors that would eliminate/reduce the transportation to/from a High School attended by students of a school choice community that had service available to them, based on the 2008-2009

school year, or any relocation of any grade from a school in which it is housed, as of the 2008-2009 school year, to a school outside its municipality, must pass by an affirmative vote of 2/3 of the elected membership or voting power of the RSU and at least one affirmative vote from each municipality.

13-B. Cost Sharing in the Regional School Unit

The regional school unit may raise money, in addition to the required local contribution pursuant to Title 20-A, Section 15690, subsection 1 for educational purposes. The additional local costs of operating the regional school unit shall be shared among all the municipalities within the regional school unit on the basis of the following formula:

- a) 27% shall be shared on the basis of the average cost per pupil in each of the respective communities¹ as budgeted in the year prior to the budget year.
- b) 45% shall be shared on the basis of the valuation of each of the respective communities
- c) 28% shall be shared on the basis of the number of pupils residing in each of the respective communities

This local cost sharing formula applies only to the amount, if any, of additional local funds and non-state funded debt service raised by the regional school unit. It does not apply to the required local contributions raised by each municipality pursuant to 20-A M.R.S.A. § 15688.

By applying the Local Cost Share formula above to the combined 2008-2009 budgets of Glenburn, Orono, and Veazie, the share of each communities Over EPS liability was equal to the Actual percentage within .01%, and was 33.5%, 39.8%, and 26.7% respectively. It is anticipated that based on changes in the States EPS funding formula, as well as fluctuations in the three factors above that make up the Local Cost Share formula (Cost per Pupil, Valuation, & Number of Pupils) the share of each communities Over EPS liability will fluctuate from year to year. In an attempt to insure fairness to each community, the RPC is recommending that the RSU Board provide a formal evaluation of the Local Cost Share formula should one community's Over EPS liability fluctuate by more than 5% in a 1 year period. Finally, the RSU board shall complete an evaluation of the cost share formula during the second year of operation of the new RSU.

Additionally formal evaluation of the local cost share formula can be initiated by the following methods:

A. If requested by written petition of at least 10% of the number of voters voting in the last gubernatorial election within the regional school unit.

¹ Cost per pupil shall be computed by dividing the sum of all expenditures attributable to the respective community by the average number of pupils serviced from that community. The average number of pupils shall be determined using the state approved method. Central office staff costs will be pro-rated according to the number of students serviced.

- B. If requested by a simple majority of the full regional school unit board members.
- C. Any additional methods approved by the RSU Board.

Riverside RPC recommends that the formal evaluation of the Local cost share formula be conducted by one of the following groups:

- 1. A local cost share formula evaluation sub committee made up of members of the RSU Board. Each member municipality must be represented at the meeting or meetings by 2 representatives chosen at large by its municipal RSU Board representatives.
- 2. The RSU Board's existing Finance Sub Committee.

The formal evaluation process shall consist of at least one public meeting by the designated local cost share evaluation group to reconsider the method of sharing costs. The region shall give at least 15 days' notice to each municipality comprising the region of any meeting.

Prior to the first meeting of the local cost share evaluation group, the region shall engage the services of a facilitator selected from the list, if any, maintained by the commissioner. With assistance from The State approved facilitator, the cost share evaluation group shall:

- 1.) At the first meeting, review and present data and information pertaining to sharing of costs within the region. Pertinent information may include, but is not limited to, a description of the region's cost-sharing method, the elements involved in the calculation of each municipality's costs and a graphic depiction of the current historic distribution of costs in the region.
- 2.) Solicit and prepare a balanced summary of the concerns of municipal officials, educators and the public about the current method of cost sharing; and
- 3.) Develop a plan of action for consideration by the RSU Board that responds to the information collected and the concerns raised. The plan of action must include a list of expectations for the conduct of the parties, options for proceeding and an assessment of the likely success of those options.

If the cost share evaluation group recommends a change to the local cost share formula, the change must be approved by a 2/3 majority vote of the full RSU Board with no community being unanimously opposed. If approved, assessments made by the regional school unit board thereafter must be made in accordance with the new method of sharing costs.

The secretary of the region shall notify the state board that the region has voted to change in its method of sharing costs. The state board shall issue an amended certificate of organization showing this new method of sharing costs.

Amendments to this cost sharing formula may incorporate any factor or combination of factors permitted by law.

13-C. Election of Initial Board of Directors

See Section 9.

13-D. Tuition Contracts and School Choice

1. Tuition Contracts: N/A

High School Choice: The Communities of Glenburn and Veazie offer their students in grades 9-12 choice of which High School to attend. Consistent with Maine State Law (Ref Chapter 103-A 1451 7.) those communities shall continue to have a choice of any state approved high school. The RSU shall pay up to the state approved tuition rate for the receiving school. Any amount in excess of the state approved tuition rate for Riverside RSU shall be the responsibility of the sending municipality in accordance with 20-A M.R.S.A. § 1479(4) and (5). The RSU shall pay room and board charges for any secondary student accepted to a Maine Magnet School up to the state average for tuition, to include resident Orono students.

13-E Claims and Insurance

Disclosure of claims:

The parties are aware of the following lawsuits, administrative complaints, due process proceedings, notices of claims and other claims existing as of July 1, 2008.

None

Insurance carriers:

Glenburn:

Producer: Alliant Insurance Services, Inc. P.O. 6450 Newport Beach, CA 92658-6450

Insured:

Maine School Management Association (MSMA)
Property and Casualty Trust Fund and its Member:
Glenburn School Department
983 Hudson Road
Glenburn, ME 04401

Town Insurance Policies covering school: Maine Municipal Association Property & Casualty Pool 60 Community Drive Augusta, ME 04330

Orono:

Producer:

Alliant Insurance Services, Inc.

P.O. 6450

Newport Beach, CA 92658-6450

Insured:

Maine School Management Association (MSMA)

Property and Casualty Trust Fund and its Member:

Orono School Department 18 Goodridge Drive

Orono, ME 04473

Town Insurance Policies covering school:

Maine Municipal Association

Property & Casualty Pool

60 Community Drive

Augusta, ME 04330

Veazie:

Producer:

Alliant Insurance Services, Inc.

P.O. 6450

Newport Beach, CA 92658-6450

Insured:

Maine School Management Association (MSMA)

Property and Casualty Trust Fund and its Member:

Veazie School Department

18 Goodridge Drive

Orono, ME 04473

Town Insurance Policies covering school:

Maine Municipal Association

Property & Casualty Pool

60 Community Drive

Augusta, ME 04330

13-F. <u>Vote to submit Reorganization Plan to the Commissioner of Education.</u>

The Glenburn, Orono, and Veazie School Boards have each approved by majority vote that the provisions included in the school reorganization plan prepared by the Riverside Reorganization Planning Committee to reorganize the Glenburn School Department, Orono School Department, and Veazie School Department into a regional school unit with an operational date of July 1, 2009, are determined to be necessary within the meaning of Section XXXX-36 (5)(M) and

that the respective Superintendent of Schools be, and hereby is, authorized and directed to submit the school reorganization plan to the commissioner of Education on behalf of this school administrative unit by November 1, 2008.

13-G. According to the school reorganization law, an RSU that contains more than 1200 but less than 2500 students are required to explain why the RSU complies with P.L. 2007, Chapter 240, Section 1461(3)(B)(f). Pursuant to P.L, 2007 Chapter 240, Section 1461 (1) The communities of Glenburn, Orono, and Veazie submitted multiple Notices' of Intent that were approved by the Commissioner of Education. In accordance with P.L. 2007, Chapter 240, Section 1461 (2) (B).

Several public meetings were conducted over several months, in order to gather input from community members, and determine the sentiment of the public. Below is a summary of the meetings and other forms of community input from each of the three communities. All meetings listed below were public meetings and included at least one public comments item on each agenda. Full versions of the meeting minutes from all meetings are available on request.

Based on this input we believe Riverside RSU configuration to be the best way to ensure sustainable, high-quality educational programming in our communities (Section 1461(3)(B)(1)(f)), and will have the best chance of passing in a public referendum within all three communities:

July 17, 2007: The First meeting of the Glenburn RPC held.

August 16, 2007: Glenburn hosts a K-8 RSU informational meeting with Commissioner Gendron in attendance.

August 20, 2007: The Veazie Regional Planning Committee held a public meeting to solicit input from the citizens of Veazie regarding school consolidation. Feedback pertaining to opportunities, concerns and best advice to the RPC was collected. State facilitator Mary Jane McCalmon conducted the meeting.

August 21, 2007: Glenburn hosts a public discussion to discuss choices for recommendation to the school board for a formal letter of intent.

October 3, 2007: The Orono RPC met to discuss reorganization. It was decided at this meeting that the Committee would like to explore as many reorganization options as possible including possible reorganization with Veazie, Glenburn, Old Town, Union 90 and M.S.A.D. No. 63.

October 10, 2007: Veazie RPC met to continue discussing reorganization options including Orono, Glenburn, SAD 63, Bangor, Brewer, Old Town and Union 90.

October 18, 2007: Orono RPC met to continue discussing reorganization with Old Town as well as Glenburn and Veazie.

October 25, 2007: Orono RPC met to discuss reorganization with local communities.

November 7, 2007: RPC's for Orono, Veazie and Glenburn met to discuss a possible regional school unit.

November 26, 2007: Public meeting to discuss RSU 16 including Old Town, Union 90, Veazie and Glenburn.

November 28, 2007: Veazie RPC met to discuss the recent decision by the Orono RPC to pursue negotiations with Old Town and Union 90. Veazie RPC members unanimously agreed to recommend that the Veazie School Committee send a letter to the State DOE requesting an extension for submitting a reorganization plan.

November 29, 2007: Orono RPC met to discuss the reorganization of Orono with Old Town and Union 90. At that meeting, the Orono RPC voted to pursue consolidation with Old Town and Union 90 as part of RSU 16.

December 5, 2007: Glenburn RPC held a Public meeting with over 50 community members to discuss options should Orono vote to consolidate with RSU 16. Public sentiment clearly opposed to RSU 16 and SAD 64.

December 18, 2007: At a meeting of the Orono School Committee residents of Orono packed a crowded council chamber room and emphatically urged the school committee to reverse its November 29, 2007 vote and vote to join with Veazie and Glenburn. At this meeting a petition with over 350 signatures was presented to the Orono School Committee requesting they vote to pursue a partnership with Veazie and Glenburn.

January 7, 2008: Glenburn meets with SAD 64 in sub-groups.

January 15, 2008: At an Orono School Committee meeting held January 15, 2008, the school committee voted unanimously 5-0 to rescind its earlier vote and voted to pursue consolidation with Veazie and Glenburn.

January 16, 2008: Glenburn notifies SAD 64 of intent to pursue consolidation with Orono and Veazie.

Consistent with the Commissioners approval letter dated May 7 2008 approving the request to file a reorganization plan with the towns of Glenburn, Orono, and Veazie, Riverside RSU has already begun to explore how we can work collaboratively with surrounding school units.

Currently there is a joint steering committee made up of representatives from Riverside RSU, Neighboring RSU 16, and the University of Maine System, that has been charged to review collaborative opportunities between RSU's and the University. The Riverside RSU will remain committed to exploring these and other potential opportunities to collaborate locally, regionally, statewide,

nationally, and internationally on all matters that may either directly or indirectly improve the quality and/or reduce the cost of providing public education and support services.

Minutes

Glenburn School Committee Meeting Glenburn Municipal Building Tuesday, September 23, 2008 - 7:00 P.M.

\checkmark	Rose	Thom	pson,	Chair	person
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Tracy Ronan, Vice Chair

- ☑ Jan Placella
- ☑ Heather Merrill
- ☑ Gretchen Gardner

I. Opening

A. Call to Order / Pledge of Allegiance

Chairperson Thompson called the meeting to order at 7:10 p.m. followed by the flag salute. Tracy Ronan was absent.

B. Agenda Adjustments

None

II. Consideration of Minutes of August 26, 2008

The minutes of August 26 were approved as written.

Voting for:

Gardner

Merrill

Placella

Thompson

Absent:

Ronan

III. Proclamation

None

IV. Public Discussion / Staff Recognition

None

V. Old/Unfinished Business

A. Board Approval of School Committee Support Staff Schedule Proposal -- 2008-2011

Board voted to approve the Support Staff Schedule.

Voting for: Gardner

Merrill

Placella

Thompson

Absent:

Ronan

VI. New Business

A. Riverside RSU Consolidated Plan - Cheryl Hoover, RPC Chair

Cheryl Hoover, Chairperson of the Glenburn RPC, made an informed presentation of the consolidation process beginning in July 2007 and culminating in the presentation of the recommended "Riverside" RSU Proposed Consolidation Plan between Glenburn, Orono, and Veazie.

She indicated there were a few minor changes yet to be made, i.e. map inclusion, letter from Superintendent Smith, etc. which will be included in the final draft submitted to the Commissioner on Friday, September 26, 2008.

Heather Merrill indicated "she had not had time to scrutinize the changes in the draft presented tonight from the previous draft emailed to School Committee members." Rose Thompson and Gretchen Gardner expressed that they were comfortable with the latest draft and recommended approval. Jan Placella indicated support although admitting she too had not analyzed the few changes.

Cheryl pointed out the last minute change to the draft proposed by Lauren Romain and endorsed Monday evening (9/22/08) by the Riverside RPC, which adds a measure of protection for the school choice communities. The language addition states as follows:

"Any decision of the Board of Directors that would eliminate/reduce the transportation to/from a High School attended by students of a school choice community that had service available to them, based on the 2008-2009 school year, or any relocation of any grade from a school in which it is housed, as of the 2008-2009 school year, to a school outside its municipality, must pass by an affirmative vote of 2/3 of the elected membership or voting power of the RSU of which, no one town's representatives unanimously oppose."

After considerable discussion, the Board voted to endorse the Riverside RSU Proposed School Consolidation Plan between Glenburn, Orono, and Veazie.

Voting for:

Gardner Placella

Thompson

Voting against:

Merrill

Absent:

Ronan

Chairperson Thompson indicated her goal was to make every effort through available communication venues, to educate the Glenburn residents on the factual information included in the Plan so that when voting occurs in January, 2009, the decision will be based on accurate data rather than on "emotional" response by itself. Cheryl Hoover indicated that two additional forums were planned, tentatively one on November 19 and one in early January. In addition to the Plan posting on the Web, information will be sent home to parents and efforts will be made to reach senior citizens.

- B. Gifted and Talented Progress Report Sue Ann Gaitings
 Sue Ann Gaitings made an informative presentation. See attached.
- C. Curriculum Updates

Mr. Sullivan outlined a number of initiatives being taken as follows:

- 1. Grading will be online next year. Approximately 1/3 of the staff will accomplish grading online this year. With our Web to School Program, parents will be able to access their students' grades at home. Once this process is completed, results will be instantaneous. Vi Thai is working closely with staff to facilitate the process.
- 2. NWEA testing will begin next week for grades 3-8 in Math, ELA, and Science. This will be a pre-test with the posttest in May to determine baseline and growth respectively. There is a high correlation

- between MEA's and NWEA's according to the Data Team research.
- 3. There will be an early release day on 9/30 involving "Best Practices for Teaching Literacy."
- 4. Kindergarten Screening -- a team approach has been developed with the Kindergarten Teachers, Guidance, Title I staff, Special Education, and Principal to work with parents in an effort on "Team Building." By involving parents early, interventions as necessary are much better received.

D. Field Trip Recommendations - Mr. Sullivan

Mr. Sullivan presented the following report:

Recommendation for 2008-2009 Field Trips for grades K-8 Last year for grades K-8 we went on 64 field trips for a total of 3,388 miles. In speaking with the faculty, I stated the concern in not only reducing the number of trips but more specifically the mileage. Two of our grades K and 4/5 multiage, the trips and mileage were significantly higher than the other classes. In the other classes we averaged about 4 to 5 trips per grade per year. The mileage in some of these classes is quite a bit lower than others.

What I suggested to the teachers is they prioritize going on the trips they feel are the most integral to their students learning. Prioritizing the trips with the intent of lowering both the number of trips and the mileage. Some of the classes have combined their trips. Other classes are alternating years they go on a particular trip.

Projected Goal for Grades K to 8:

- 1. Reduce trip number from 64 to 45 or less
- 2. Reduce mileage from 3,388 to 3,000 or less
- 3. 25% reduction in mileage per class

<u>2007-2008</u>		
Grade	Trips	Mileage
K	18	666
1	4	176
2	5	213
3	5	430
4	11	893
5	5	105
6	6	217
7	5	175
8	5	513

E. Annual Review of Crisis Response Plan

Mr. Sullivan presented handouts of the Glenburn Crisis Management Plan and highlighted the Glenburn School Security initiatives in the following report:

Glenburn Elementary School Security Report - 2008

Glenburn School Physical Plant and Grounds:

- 1. Two fire drills held in first week -- one more during Fire Safety Week with local depts.
- 2. Building gates secured each morning -- back gate and front door
- 3. An Ed Tech, (Joe Knox) is in the K hallway each morning as kids arrive
- 4. 2 hallway cameras were added this past summer to the middle school hallway
- 5. Faculty parking stickers have been ordered for staff parking -- hangs from rear view mirror
- 6. Walkie/Talkies are used during am/pm bus transfers and recess duties
- 7. All new hires -- substitute teachers and chaperones have had background checks
- 8. This past summer both MSMA and OSHA did a complete school safety and health check
- 9. During our first In-Service Day we as a staff reviewed our "emergency response" system
- 10. Both Nurse Campbell and myself were certified in NIMS Emergency Response Training
- 11. Mr. Paul and I maintain visibility throughout the school each day

Student Based Prevention Programs:

- 1. Homerooms -- Adult mentor Teacher Training
- 2. Counseling -- Mrs. Cottrell -- Social Services
- 3. Health Services -- Mrs. Campbell -- Health Update
- 4. Fire Department and Sheriff's Department -- Public Service Events
- 5. Open communication with Cyr Bus supervisor -- Evelyn Cookson
- 6. Co-Curricular and Club Activities
- Open House, 2 Parent's Nights, Newsletter, Parent/Teachers Meetings, phone calls, emails and yearlong special events. PTF events, plays, picture night, dances and Spring Day
- 8. Glenburn Student Handbook
- 9. Emergency Response Plan
- 10. School Safety Policies

VII. Consolidation Update

See VI. A.

VIII. Policy Adjustments as Appropriate

None

IX. Reports

A. Staff

None

B. Principal

Mr. Sullivan reported on the following:

1. Pinwheels for Peace -- Thanks to Val Rich for organizing our recent parade and pinwheels placement on the front lawn for global peace.

2. PTF - Fundraiser -- Last Friday all of our classes gathered in the

gymnasium for our PTF Fundraiser Kick Off event

NWEA Testing to begin on Monday, September 29.

NWEA Testing is used for:

Measuring student performance

Grade placement

MEA improvement

G/T placement

4. AYP letter -- Last week we received verification from the state department of education notifying us that Glenburn again for the second year in a row had achieved yearly progress. This is a good thing for our school and community.

5. Web to School -- Presently we are working on having all of our grades K to 8 report their quarterly grades online. Our goal is for all teachers to have their grades online by this time next year.

6. MEA Preparation -- 6 weeks prior to this year's MEA test schedule our students will be introduced to best practices in test taking and MEA information.

C. Superintendent

None

D. Committee Reports

Superintendent reported that the Board negotiators held an initial pre-negotiation work session.

X. **Establish Next Meeting Date**

The next meeting will be held on Tuesday, October 21, 2008

XI. Adjournment

The meeting was adjourned at 9:00 p.m. until Tuesday, October 21, 7:00 p.m. at the Glenburn Municipal Building.

Respectfully Submitted,

Douglas K. Smith, Secretary

Office of Superintendent Glenburn School Department 983 Hudson Road, Glenburn, ME 04401 (207) 942-4405 FAX 942-4250

Doug Smith: Superintendent Sharon Soucie: Office Mgr./Bookkeeper Madeleine Cooper Secretary

September 24, 2008

Susan A. Gendron Commissioner of Education 23 State House Station Augusta, Me 04333-0023

Dear Commissioner:

Please be advised that the Glenburn School Committee formally voted to endorse the "Riverside" RSU Proposed School Consolidation Plan between Glenburn, Orono and Veazie at a regularly held meeting of the Glenburn School Committee on Tuesday, September 23, 2008.

One member being absent, the affirmative vote was three (3) for approval and one (1) against. Minutes of the meeting will be submitted as soon as they are completed.

Respectfully

Douglas K. Smith Superintendent of Schools

cc: School Committee Riverside RSU

School Union 87 -- Orono and Veazie

Office of Superintendent of Schools

18 Goodridge Drive Orono, Maine 04473 Tel: Fax: 866-5521 866-7111

TTY: 711

September 25, 2008

Susan A. Gendron Commissioner of Education 23 State House Station Augusta, ME 04333-0023

Dear Commissioner Gendron,

Please be advised that the Veazie School Committee formally voted to submit the "Riverside" RSU proposed school consolidation plan that encompasses the communities of Orono, Veazie and Glenburn at a special meeting held on Wednesday September 24, 2008.

The vote to move the reorganization plan forward was unanimous with a 5-0 vote being recorded in the minutes. Minutes of this meeting will be forwarded once they are approved. If you would like further clarification, please feel free to give me a call.

Sincerely,

K. R. Clenchy Superintendent of Schools School Union 87

Cc: Duska Hayman, School Committee Chair Bill Reed, Town Manager

School Union 87 -- Orono and Veazie

Office of Superintendent of Schools

18 Goodridge Drive Orono, Maine 04473 Tel: 866-5521 Fax: 866-7111 TTY: 711

September 25, 2008

Susan A. Gendron Commissioner of Education 23 State House Station Augusta, ME 04333-0023

Dear Commissioner Gendron,

Please be advised that the Orono School Committee formally voted to submit the "Riverside" RSU proposed school consolidation plan that encompasses the communities of Orono, Veazie and Glenburn at its regular meeting held on Tuesday September 23, 2008.

The vote to move the reorganization plan forward was unanimous with a 5-0 vote being recorded in the minutes. Minutes of this meeting will be forwarded once they are approved. If you would like further clarification, please feel free to give me a call.

Sincerely,

K. R. Clenchy Superintendent of Schools School Union 87

Cc: Stefani Berkey, School Committee Chair Cathy Conlow, Town Manager